

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acronis International GMBH		03/19/2012	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3199965	UNIVERSAL DEPLOY	
Registration Number:	3240880	RECOVERY MANAGER	
Registration Number:	3326806	SECURE ZONE	
Registration Number:	3143774	DRIVE CLEANSER	
Registration Number:	3145069	ACRONIS	
Registration Number:	3176517		
Registration Number:	3153535	PRIVACY EXPERT	
Registration Number:	3112039	SNAP DEPLOY	
Registration Number:	3031580	BACKUP DIRECTOR	
Registration Number:	3027138	DISK DIRECTOR	
Registration Number:	3031537	ACRONIS COMPUTE WITH CONFIDENCE	
Registration Number:	3394062	FULL CIRCLE	
Registration Number:	3467195	TRY&DECIDE	
Registration Number:	3517962	ACRONIS RECOVERY	

Registration Number:	3638714	CHANNELS 1ST
Registration Number:	3691884	ACRONIS ADVANTAGE
Registration Number:	3749631	ACRONIS BACKUP AND RECOVERY
Serial Number:	85201646	ACRONIS BACKUP & RECOVERY
Serial Number:	85309840	
Serial Number:	85309854	INSTANT RESTORE
Serial Number:	85328876	VMPROTECT

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	176689
-------------------------	--------

NAME OF SUBMITTER:	Jean Paterson
--------------------	---------------

Signature:	/jep/
------------	-------

Date:	04/20/2012
-------	------------

Total Attachments: 7

source=4-20-12 Acronis International-TM#page1.tif
source=4-20-12 Acronis International-TM#page2.tif
source=4-20-12 Acronis International-TM#page3.tif
source=4-20-12 Acronis International-TM#page4.tif
source=4-20-12 Acronis International-TM#page5.tif
source=4-20-12 Acronis International-TM#page6.tif
source=4-20-12 Acronis International-TM#page7.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ACRONIS INTERNATIONAL GMBH

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other COMPANY

Citizenship (see guidelines) SWITZERLAND

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MARCH 19, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: SILICON VALLEY BANK AS ADMINISTRATIVE AGENT

Internal

Address: _____

Street Address: 275 GROVE STREET, SUITE 2-200

City: NEWTON

State: MASSACHUSETTS

Country: UNITED STATES Zip: 02456

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship CALIFORNIA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CORPORATION SERVICE COMPANY

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-269-5600

Fax Number: 212-269-5656

Email Address: _____

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

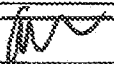
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

April 20, 2012

Date

ANDREW NASH

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 004761 FRAME: 0957**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2012, is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "Grantor" and, collectively, the "Grantors") in favor of SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 10, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of June 10, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Grantors, the Assignee, and certain lenders party thereto and the other parties thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name: Philip T. Silvia

Title: Vice President

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Jack Gaziano
Fax: (617) 969-4395

GRANTORS:

ACRONIS INTERNATIONAL GMBH

By: 

Name: Ilya Zubarev

Title: Managing Director

Address of Grantors:

c/o Acronis, Inc.

300 TradeCenter, Suite 6700

Woburn, MA 01801

Attention: General Counsel and CFO

Fax No.: (781) 782-9001

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004761 FRAME: 0961

Schedule A to TRADEMARK SECURITY AGREEMENT

Disclosure on this Schedule does not constitute any, and, except as set forth in the Credit Agreement, Grantors make no, representations or warranties as to the validity or enforceability of any of the Trademarks identified in this Schedule, or as to whether such Trademarks are sufficient to enable any of the Grantors to protect or enforce their intellectual property rights.

Registered Trademarks

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3,199,965	1/16/2007	Acronis International GmbH	UNIVERSAL DEPLOY
US	3,240,880	5/8/2007	Acronis International GmbH	RECOVERY MANAGER
US	3,326,806	(11/8/2005)	Acronis International GmbH	SECURE ZONE
US	3,143,774	9/12/2006	Acronis International GmbH	DRIVE CLEANSER
US	3,145,069	9/19/2006	Acronis International GmbH	ACRONIS
US	3,176,517	11/28/2006	Acronis International GmbH	Design Only
US	3,153,535	10/10/2006	Acronis International GmbH	PRIVACY EXPERT
US	3,112,039	7/4/2006	Acronis International GmbH	SNAP DEPLOY
US	3,031,580	12/20/2005	Acronis International GmbH	BACKUP DIRECTOR
US	3,027,138	12/13/2005	Acronis International GmbH	DISK DIRECTOR
US	3,031,537	12/20/2005	Acronis International GmbH	ACRONIS COMPUTE WITH CONFIDENCE
US	3,394,062	(12/13/2006)	Acronis International GmbH	FULL CIRCLE
US	3517962	October 14, 2008	Acronis International GmbH	ACRONIS RECOVERY
US	3,467,195	July 15, 2008	Acronis International GmbH	TRY&DECIDE
US	3,517,962	14-Oct-08	Acronis International GmbH	ACRONIS RECOVERY
US	3,638,714	June 16, 2009	Acronis International GmbH	CHANNELS 1ST
US	3,691,884	October 6, 2009	Acronis International GmbH	ACRONIS ADVANTAGE
US	3,749,631	2/16/2010	Acronis International GmbH	ACRONIS BACKUP AND RECOVERY

Pending Trademark Applications of Acronis Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	85201646	20-Dec-10	Acronis International GmbH	ACRONIS BACKUP & RECOVERY
US	85309840	2-May-11	Acronis International	Stylized Design (ABR11

			GmbH	Sphere Logo)
US	85309854	2-May-11	Acronis International GmbH	INSTANT RESTORE
US	85328876	24-May-11	Acronis International GmbH	VMPROTECT

1409243.1